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VIA ECF

June 20, 2023

Hon. Valerie Figueredo  
Daniel Patrick Moynihan  
United States Courthouse  
500 Pearl St.  
New York, NY 10007-1312

Re: *Baliga, et al. v. Link Motion Inc., et al.*, Case No. 1:18-cv-11642-VM-VF (S.D.N.Y.)  
Order to Show Cause (Dkt. 421, 425)

Dear Judge Figueredo:

We represent Dr. Vincent Wenyong Shi (“Dr. Shi”). We note Your Honor’s June 13, 2023 Order setting a hearing on the Receiver’s accounting for Tuesday, June 27, 2023 at 3:00 p.m. and write to submit the following in preparation for the hearing.

First, submitted herewith is a true and correct certified translation of a Pledge Agreement between one of LKM’s China operating businesses, NetQin Unlimited (Beijing) Technology Co. Ltd. (“NQ Unlimited” a/k/a “NQ Wireless”), and China Merchants Bank (“CMB”). We had originally submitted this document on January 18, 2023 with a preliminary machine translation because a certified translation was not available at the time of filing. *See* Dkt. 388 ¶17, Dkt. 388-5. This document relates to the Receiver’s baseless contention that Dr. Shi “and his associates” dominated Link Motion Inc. (“LKM”) and used this alleged domination to transfer funds out of an account belonging to NQ Wireless and another account belonging to LKM’s other China-based operating company, Beijing Technology. *See, e.g.*, Dkt. 375 at 9-11. The pledge agreement, along with the other documents previously submitted, will show that Dr. Shi never received any of the funds at issue because the account was pledged to CMB as security for a loan used to repay LKM’s 4.00% Convertible Senior Notes due October 15, 2018 (the “Notes”), *see* Dkt. 229-7 at ECF 16 of 32 (LKM Form 20-F disclosing the repurchase of the Notes) and that CMB received the funds in that account as repayment for the loan.

Second, at the hearing, at the hearing we intend to refer to certain papers filed with the Court after submission of the Receiver’s accounting and our objections. More specifically (but without limiting Dr. Shi’s rights), Dr. Shi intends to refer to the records and information first publicly field by the Receiver on May 24, 2023 regarding the compensation agreement between himself and his agent in China, Mr. Francis “Lilin” Guo. *See* Dkt. 419. These documents were filed in response to Your Honor’s May April 25, 2020 Order. Dr. Shi also intends to refer to papers submitted in support of his application for a restraining order against the Receiver and Mr. Guo, Dkt. 421; Mr. Guo’s and the Receiver’s response, Dkt. 428-430; and Dr. Shi’s reply, Dkt. 435-

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437. These papers were directed to the attention of Judge Marrero, but Dr. Shi contends that these papers are also relevant to and support his objections to the accounting.

Respectfully submitted,

*/s/ Michael James Maloney*

Michael James Maloney

cc: All counsel of record (via ECF)